


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 25	
2. CONTRACT NO. W52P1J-12-A-0016		3. AWARD/EFFECTIVE DATE 27-Sep-2013		4. ORDER NUMBER KH01		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406 TEL: FAX:		CODE HC1028		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO ARMY CHESS 9351 HALL ROAD FORT BELVOIR VA 22060 KEITH COPLAND		CODE W56G8W		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR IMMIXTECHNOLOGY, INC. 8444 WESTPARK DR STE 200 MCLEAN VA 22102-5112 SIMONE BARON TEL. 703-663-2718		CODE 3CA29 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-CO/JAQBAC WAWF HQ0131 HTTPS://WAWF.EB.MIL/ COLUMBUS OH 43213			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,040,544.51	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 27-Sep-2013	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KIMBERLY M. HAMPEL / CONTRACTING OFFICER TEL: 618-229-9392 EMAIL: kimberly.m.hampel.civ@mail.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 25	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$2,040,544.51	\$2,040,544.51
	Creo Enterprise License Agreement (ELA)				
	FFP				
	Creo ELA - License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).				
	Period of Performance: September 30, 2013 - September 29, 2014				
	FOB: Destination				

NET AMT	\$2,040,544.51
---------	----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					\$0.00
	Funds to Support CLIN 0001				
	FFP				
	G76113179				
	FOB: Destination				

NET AMT	\$0.00
---------	--------

ACRN AA	\$595,075.60
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102					\$0.00

Funds to Support CLIN 0001

FFP

MIPR0010414852

FOB: Destination

NET AMT

\$0.00

ACRN AB

\$86,463.68

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103					\$0.00

Funds to Support CLIN 0001

FFP

10415696

FOB: Destination

NET AMT

\$0.00

ACRN AC

\$48,701.49

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104					\$0.00

Funds to Support CLIN 0001

FFP

MIPR0010417129

FOB: Destination

NET AMT

\$0.00

ACRN AD

\$922,514.71

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105					\$0.00

Funds to Support CLIN 0001

FFP

MIPR3MDAS71380

FOB: Destination

NET AMT

\$0.00

ACRN AE

\$66,405.97

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106					\$0.00

Funds to Support CLIN 0001

FFP

MIPR0010417887

FOB: Destination

NET AMT

\$0.00

ACRN AF

\$72,828.86

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000107					\$0.00

Funds to Support CLIN 0001

FFP

10418239

FOB: Destination

NET AMT

\$0.00

ACRN AG

\$53,921.57

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000108					\$0.00

Funds to Support CLIN 0001

FFP

MIPR3MDAJ58168

FOB: Destination

NET AMT

\$0.00

ACRN AH

\$145,441.79

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000109					\$0.00

Funds to Support CLIN 0001

FFP

MIPR3MDATJGA0T

FOB: Destination

NET AMT

\$0.00

ACRN AJ

\$27,273.63

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000110					\$0.00

Funds to Support CLIN 0001

FFP

MIPR3MDAJIL057

FOB: Destination

NET AMT

\$0.00

ACRN AK

\$21,917.21

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Lot	\$1,178,098.89	\$1,178,098.89

OPTION

Creo Enterprise License Agreement (ELA)

FFP

Creo ELA - License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Period of Performance: September 30, 2014 - September 29, 2015

FOB: Destination

NET AMT

\$1,178,098.89

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Lot	\$1,178,098.89	\$1,178,098.89
OPTION	Creo Enterprise License Agreement (ELA) FFP Creo ELA - License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2). Period of Performance: September 30, 2015 - September 29, 2016 FOB: Destination				
NET AMT					\$1,178,098.89

This is issued under and pursuant to the provisions of (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this , remain in full force and effect.

ATTACHMENT 1 - PRODUCT LIST

Picatinny Arsenal, NJ (includes Adelphi, Picatinny, Rock Island, Watervliet)

<u>Name</u>	<u>Part #</u>	<u>Current Quantity</u>	<u>Future Quantity</u>
Upgrade to Creo Engineer IV from Enterprise SE	PKG-3550-UF	50	Unlimited
Upgrade to Creo Engineer IV from Enterprise XE	PKG-3520-UF	144	Unlimited
Upgrade to Creo Engineer IV from Creo Parametric	PKG-3538-UF	5	Unlimited
Upgrade to Creo Engineer IV from Creo Engineer II	PKG-3558-UF	1	Unlimited
Creo Direct	PKG-3501-F	5	Unlimited
Complete Machining Extension	PTN-3163-F	1	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	300	Unlimited
Maintenance on Upgrade to Creo Eng IV from ENT SE	MNT-3550UF-T2	50	Unlimited
Maintenance on Upgrade to Creo Eng IV from ENT XE	MNT-3520UF-T2	144	Unlimited
Maintenance on Upgrade to Creo Enginner IV from Creo Parametric	MNT-3538UF-T2	5	Unlimited
Maintenance on Upgrade to Creo Enginner IV from Creo Engineer II	MNT-3558UF-T2	1	Unlimited

Maintenance on Creo Direct	MNT-3501F-T2	5	Unlimited
Maintenance on Complete Machining Option	MNT-3163F-T2	2	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	300	Unlimited
Maintenance on Creo Advanced Rendering Option	MNT-3217F-T2	1	Unlimited
Maintenance on Creo Advanced Simulation	MNT-3224F-T2	17	Unlimited
Maintenance on Creo NC Advanced Machining Option	MNT-3111F-T2	2	Unlimited
Maintenance on Creo NC Sheetmetal Option	MNT-3112F-T2	1	Unlimited
Maintenance on Creo Progressive Die Extension	MNT-3208L-T2	1	Unlimited
Maintenance on Creo Reverse Engineering Extension	MNT-3216L-T2	1	Unlimited
Maintenance on Division Immersion	MNT-DX4006F-T2	1	Unlimited
Maintenance on Division Mockup	MNT-DX3001F-T2	1	Unlimited
Maintenance on Division Motion	MNT-DX4001F-T2	1	Unlimited
Maintenance on Division Simulation	MNT-DX4004F-T2	1	Unlimited
Maintenance on Division Immersion	MNT-3057F-T2	1	Unlimited
Maintenance on Plastic Advisor Extension	MNT-3109L-T2	1	Unlimited
Maintenance on Pro/NC-CHECK	MNT-319F-T2	2	Unlimited
Maintenance on Production Machining Option	MNT-3162F-T2	2	Unlimited
Maintenance on Tool Design Option	MNT-3101F-T2	1	Unlimited
Maintenance on Creo Fatigue Advisor	MNT-3077F-T2	1	Unlimited
Maintenance on Pro/MOLDESIGN	MNT-318F-T2	2	Unlimited
Maintenance on Creo Manikin Analysis	MNT-3313L-T2	2	Unlimited
Maintenance on Creo Manikin	MNT-3312L-T2	2	Unlimited
Maintenance on Pro/MFG-Advanced	MNT-371F-T2	1	Unlimited
Maintenance on Routed Systems Option	MNT-3100F-T2	2	Unlimited
Maintenance on Interface for Catia V5	MNT-3232L-T2	2	Unlimited
Maintenance on Creo Interface for Unigraphics with ATB	MNT-3234L-T2	2	Unlimited
Maintenance on Creo Interface for I-DEAS	MNT-3233L-T2	2	Unlimited
Maintenance on Pro/MANUFACTURING	MNT-316F-T2	1	Unlimited
Pro/DEVELOP	MNT-308L-T2	1	Unlimited

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Creo Engineer IV from Enterprise SE	PKG-3550-UF	3	Unlimited
Upgrade to Creo Engineer IV from Enterprise XE	PKG-3520-UF	47	Unlimited
Upgrade to Creo Engineer IV from Creo Parametric	PKG-3538-UF	25	Unlimited
Upgrade to Creo Engineer IV from Creo Engineer II	PKG-3558-UF	2	Unlimited
Creo Direct	PKG-3501-F	2	Unlimited
Creo Legacy Migration Extension	CPT-3333-L	2	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	154	Unlimited
Maintenance on Upgrade to Creo Eng IV from ENT SE	MNT-3550UF-T2	3	Unlimited
Maintenance on Upgrade to Creo Eng IV from ENT XE	MNT-3520UF-T2	47	Unlimited
Maintenance on Upgrade to Creo Enginner IV from Creo Parametric	MNT-3538UF-T2	25	Unlimited
Maintenance on Upgrade to Creo Enginner IV from Creo Engineer II	MNT-3558UF-T2	2	Unlimited
Maintenance on Creo Direct	MNT-3501F-T2	2	Unlimited
Maintenance on Creo Legacy Migration Extension	MNT-3333L-T2	2	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	154	Unlimited
Maintenance on Creo Advanced Rednering Option	MNT-3217F-T2	3	Unlimited
Maintenance on Creo Schematics	MNT-3057F-T2	2	Unlimited
Maintenance on Division Highendgfx	MNT-DX4007F-T2	2	Unlimited
Maintenance on Division Immersion	MNT-DX4006F-T2	2	Unlimited
Maintenance on Division Mockup	MNT-DV3001NF-T2	2	Unlimited
Maintenance on Division Motion	MNT-DX4001F-T2	1	Unlimited
Maintenance on Division Multi-pipe	MNT-3077F-T2	2	Unlimited
Maintenance on Division Reality	MNT-DV4780F-T2	3	Unlimited
Maintenance on Division Simulation	MNT-DX4004F-T2	1	Unlimited
Pro/DEVELOP	MNT-308L-T2	1	Unlimited
Maintenance on IGDS Translator	MNT-DX6010F-T2	1	Unlimited
Maintenance on Pro/E Translator	MNT-DX6006F-T2	1	Unlimited
Maintenance on UG Translator	MNT-DX6005F-T2	1	Unlimited
Maintenance on Creo Advanced Simulation Extension (Expired 17-Feb-12)	MNT-3224F-T2-	1	Unlimited

Maintenance on Creo Fatigue Advisor	MNT-3077F-T2	2	Unlimited
-------------------------------------	--------------	---	-----------

Crane Army

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Creo Engineer IV from Enterprise SE	PKG-3550-UF	8	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	16	Unlimited
Maintenance on Upgrade to Creo Eng IV from ENT SE	MNT-3550UF-T2	8	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	16	Unlimited

Natick Army Soldier Center

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Creo Engineer II With AAX from Creo Parametric	PKG-3533-UF	1	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	2	Unlimited
Maintenance on Upgrade to Creo Eng II from Creo Parametric	MNT-3533UF-T2	1	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	2	Unlimited

Anniston Army Depot

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Creo Engineer II from Creo Parametric	PKG-3538-UF	5	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	10	Unlimited
Maintenance on Upgrade to Creo Enginner II from Creo Parametric	MNT-3538UF-T2	5	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	10	Unlimited

Charlottesville

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Creo Engineer IV from High End	PKG-3531-UF	2	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	4	Unlimited

Maintenance on Upgrade to Creo Eng IV from High End	MNT-3531UF-T2	2	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	4	Unlimited

Tobyhanna

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Creo Engineer IV from Enterprise SE	PKG-3550-UF	6	Unlimited
Upgrade to Creo Engineer IV from High End	PKG-3531-UF	6	Unlimited
Upgrade to Creo Engineer II from Advanced XE	PKG-3517-UF	18	Unlimited
Creo Engineer II w/ AAX	PKG-3504-F	6	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	5	Unlimited
Maintenance on Upgrade to Creo Eng IV from ENT SE	MNT-3550UF-T2	6	Unlimited
Maintenance on Upgrade to Creo Eng IV from High End	MNT-3531UF-T2	6	Unlimited
Maintenance on Upgrade to Creo Engineer II from Creo Advanced XE	MNT-3517UF-T2	18	Unlimited
Maintenance on Creo Engineer II w/ AAX	MNT-3504F-T2	6	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	5	Unlimited
Maintenance on Complete Machining Option	MNT-3163F-T2	2	Unlimited
Maintenance on Creo Schematics	MNT-3097F-T2	2	Unlimited
Maintenance on Creo Interface for Unigraphics with ATB	MNT-3234L-T2	1	Unlimited
Maintenance on Creo Fatigue Advisor	MNT-3077F-T2	1	Unlimited
Maintenance on Creo NC Machining Option (formerly Pro/ENGINEER)	MNT-3069F-T2	1	Unlimited
Maintenance on Creo NC Sheetmetal Option (formerly Pro/ENGINEER)	MNT-3112F-T2	5	Unlimited
Maintenance on Creo Primitives and Multi-Surfaces Milling Option (formerly Pro/ENGINEER)	MNT-3135F-T2	3	Unlimited
Maintenance on Division Mockup	MNT-DX3001F-T2	1	Unlimited
Maintenance on Harness MFG	MNT-313F-T2	1	Unlimited
Maintenance on Windchill PDMLink eLearning Perpetual Library	MNTL603F-T2	3	Unlimited

Fort Belvoir NVESD

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Creo Engineer IV from Creo Engineer III	PKG-3559-UF	10	Unlimited
Upgrade to Creo Engineer II from Low End	PKG-3524-UF	2	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	20	Unlimited
Maintenance on Upgrade to Creo Eng IV from ENT SE	MNT-3559UF-T2	10	
Maintenance on Upgrade to Creo Eng IV from ENT XE	MNT-3520UF-T2	0	
Maintenance on Upgrade to Creo Engineer II from Low End	MNT-3524UF-T2	2	
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	20	
Maintenance on Creo Mechanica Thermal	MNT-198F-T2	1	
Maintenance on Creo Mechanica Vibration	MNT-351F-T2	1	
Maintenance on Pro/NC Advanced	MNT-3111F-T2	1	
Maintenance on Pro/NC-CHECK	MNT-319F-T2	1	
Maintenance on Creo Mechanica Structure	MNT-148F-T2	0	

Newport News

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Enterprise SE to Creo Engineer IV	PKG-3550-UF	4	Unlimited
Low end to Creo Engineer IV	PKG-3529-UF	1	Unlimited
Creo Parametric to Creo Engineer IV	PKG-3538-UF	2	Unlimited
Creo Engineer III to Creo Engineer IV	PKG-3559-UF	5	Unlimited
High End to Creo Engineer IV	PKG-3531-UF	11	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	46	Unlimited
Maintenance on upgrade to Engineer IV from SE	MNT-3550UF-T2	4	Unlimited
Maintenance on upgrade to Engineer IV from low end	MNT-3529UF-T2	1	Unlimited
Maintenance on upgrade to Engineer IV from Creo Parametric	MNT-3538UF-T2	2	Unlimited
Maintenance on upgrade to Engineer IV from Engineer III	MNT-3559UF-T2	5	Unlimited
Maintenance on upgrade to Engineer IV	MNT-3531UF-T2	11	Unlimited

from High End

Maintenance on Customizable Creo

Parametric eLearning Library	MNT-L600F-T2	46	Unlimited
------------------------------	--------------	----	-----------

Maintenance on Interface for Catia V5	MNT-3232L-T2	1	Unlimited
---------------------------------------	--------------	---	-----------

Maintenance on Creo Reverse

Engineering Extension	MNT-3216L-T2	3	Unlimited
-----------------------	--------------	---	-----------

Maintenance for Creo Schematics	MNT-3097F-T2	5	Unlimited
---------------------------------	--------------	---	-----------

Redstone Arsenal - RTC

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Engineer IV from Enterprise SE	PKG-3550-UF	1	Unlimited
Upgrade to Engineer II from Low End Customizable Creo Parametric eLearning Library	PKG-3524-UF	4	Unlimited
Maintenance on upgrade to Engineer IV from SE	TRP-L600-F	10	Unlimited
Maintenance on upgrade to Engineer II from Low End	MNT-3550UF-T2	1	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-3524UF-T2	4	Unlimited
	MNT-L600F-T2	10	Unlimited

Redstone Arsenal - AMRDEC IO

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Creo Parametric to Engineer II Customizable Creo Parametric eLearning Library	PKG-3533-UF	2	Unlimited
Maintenance on upgrade to Engineer II from Creo Parametric	TRP-L600-F	4	Unlimited
Maintenance on Creo Advanced Simulation	MNT-3533UF-T2	2	Unlimited
Maintenance on Mechanism Design	MNT-3224F-T2	2	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-3052L-T2	0	Unlimited
	MNT-L600F-T2	4	Unlimited

Redstone Arsenal - AMRDEC AED

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Engineer IV from High End Customizable Creo Parametric eLearning Library	PKG-3531-UF	1	Unlimited
Maintenance on upgrade to Engineer IV from High End	TRP-L600-F	2	Unlimited
	MNT-3531UF-T2	1	Unlimited

Maintenance on Creo Advanced Simulation	MNT-3224F-T2	2	Unlimited
Maintenance on Creo Simulation	MNT-3223F-T2	0	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	2	Unlimited

CERDEC S&TCD

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Creo Parametric to Engineer II Customizable Creo Parametric eLearning Library	PKG-3533-UF	5	Unlimited
Maintenance Engineer II	TRP-L600-F	5	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-3533UF-T2	5	Unlimited
	MNT-L600F-T2	5	Unlimited

Aberdeen Proving Ground - CERDEC C2 CP&I

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Creo Engineer IV from Enterprise SE	PKG-3550-UF	4	Unlimited
Upgrade to Creo Engineer IV from Enterprise XE	PKG-3520-UF	0	Unlimited
Upgrade to Creo Engineer II from Creo Parametric	PKG-3538-UF	13	Unlimited
Upgrade to Creo Engineer II from Low End	PKG-3524-UF	0	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	11	Unlimited
Maintenance on Upgrade to Creo Eng IV from ENT SE	MNT-3550UF-T2	4	Unlimited
Maintenance on Upgrade to Creo Enginner II from Creo Parametric	MNT-3538UF-T2	13	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	17	Unlimited
Maintenance on Complete Machining Option	MNT-3163F-T2	2	Unlimited
Maintenance on Creo Schematics	MNT-3097F-T2	6	Unlimited
Maintenance on Creo NC Sheetmetal Option	MNT-3112F-T2	4	Unlimited

Aberdeen Proving Ground - AMSAA

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
-------------	---------------	-----------------	------------------------

Upgrade to Creo Engineer IV from Enterprise SE	PKG-3550-UF	1	Unlimited
Upgrade to Creo Engineer IV from Enterprise XE	PKG-3520-UF	0	Unlimited
Upgrade to Creo Engineer II from Creo Parametric	PKG-3538-UF	0	Unlimited
Upgrade to Creo Engineer II from Low End	PKG-3524-UF	7	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	16	Unlimited
Maintenance on Upgrade to Creo Eng IV from ENT SE	MNT-3550UF-T2	1	Unlimited
Maintenance on Upgrade to Creo Eng IV from ENT XE	MNT-3520F-T2	0	Unlimited
Maintenance on Upgrade to Creo Enginner II from Creo Parametric	MNT-3538F-T2	0	Unlimited
Maintenance on Upgrade to Creo Engineer II from Low End	MNT-3524UF-T2	7	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	16	Unlimited
Maintenance on Complete Machining Option	MNT-3163F-T2	0	Unlimited
Maintenance on Creo Schematics	MNT-3097F-T2	0	Unlimited
Maintenance on Pro/TOOLKIT	MNT-3119L-T2	0	Unlimited
Maintenance on Creo NC Sheetmetal Option	MNT-3112F-T2	0	Unlimited
Maintenance on Windchill PDMLink eLearning Perpetual Library	MNTL603F-T2	0	Unlimited

Aberdeen Proving Ground - ARL

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Creo Engineer II from Creo Parametric	PKG-3538-UF	11	Unlimited
Upgrade to Creo Engineer II from Low End	PKG-3524-UF	1	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	12	Unlimited
Maintenance on Upgrade to Creo Enginner II from Creo Parametric	MNT-3538UF-T2	11	Unlimited
Maintenance on Upgrade to Creo Engineer II from Low End	MNT-3524UF-T2	1	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	12	Unlimited
Maintenance on Creo Piping and Cabling Extension	MNT-3271L-T2	1	Unlimited

Maintenance on Pro/TOOLKIT	MNT-3119L-T2	1	Unlimited
----------------------------	--------------	---	-----------

Dugway

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Upgrade to Creo Engineer IV from Enterprise SE	PKG-3550-UF	1	Unlimited
Upgrade to Creo Engineer II from Advanced XE	PKG-3517-UF	0	Unlimited
Upgrade to Creo Engineer II from Low End	PKG-3524-UF	4	Unlimited
Creo Engineer II w/ AAX	PKG-3504-F	1	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	0	Unlimited
Maintenance on Upgrade to Creo Eng IV from ENT SE	MNT-3550UF-T2	1	Unlimited
Maintenance on Upgrade to Creo Engineer II from Creo Advanced XE	MNT-3517UF-T2	0	Unlimited
Maintenance on Creo Engineer II w/ AAX	MNT-3504F-T2	1	Unlimited
Maintenance on Upgrade To creo Engineer II from Low End	MNT-3524UF-T2	4	Unlimited

LOGSA (Nathan Holt)

<u>Name</u>	<u>Part #</u>	<u>Quantity</u>	<u>Future Quantity</u>
Creo Engineer II w/ AAX	PKG-3504-F	1	Unlimited
Customizable Creo Parametric eLearning Library	TRP-L600-F	1	Unlimited
Maintenance on Creo Engineer II w/ AAX	MNT-3504F-T2	1	Unlimited
Maintenance on Customizable Creo Parametric eLearning Library	MNT-L600F-T2	1	Unlimited

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN INSPECT AT

INSPECT BY

ACCEPT AT

ACCEPT BY

0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
000103	N/A	N/A	N/A	Government
000104	N/A	N/A	N/A	Government
000105	N/A	N/A	N/A	Government
000106	N/A	N/A	N/A	Government
000107	N/A	N/A	N/A	Government
000108	N/A	N/A	N/A	Government
000109	N/A	N/A	N/A	Government
000110	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2013 TO 29-SEP-2014	N/A	ARMY CHESS 9351 HALL ROAD FORT BELVOIR VA 22060 KEITH COPLAND (703) 806-8222 FOB: Destination	W56G8W
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
000105	N/A	N/A	N/A	N/A
000106	N/A	N/A	N/A	N/A
000107	N/A	N/A	N/A	N/A
000108	N/A	N/A	N/A	N/A
000109	N/A	N/A	N/A	N/A
000110	N/A	N/A	N/A	N/A

1001	POP 30-SEP-2014 TO 29-SEP-2015	N/A	ARMY CHESS 9351 HALL ROAD FORT BELVOIR VA 22060 KEITH COPLAND (703) 806-8222 FOB: Destination	W56G8W
2001	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56G8W

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.5F20 000 C1013 0 068142 2F 257020 G76113179 01
AMOUNT: \$595,075.60
CIN 00000000000000000000000000000000: \$595,075.60

AB: 97X4930.5F20 000 C1013 0 068142 2F 257020 MIPR0010414852 01
AMOUNT: \$86,463.68
CIN 00000000000000000000000000000000: \$86,463.68

AC: 97X4930.5F20 000 C1013 0 068142 2F 257020 10415696 01
AMOUNT: \$48,701.49
CIN 00000000000000000000000000000000: \$48,701.49

AD: 97X4930.5F20 000 C1013 0 068142 2F 257020 MIPR0010417129 01
AMOUNT: \$922,514.71
CIN 00000000000000000000000000000000: \$922,514.71

AE: 97X4930.5F20 000 C1013 0 068142 2F 257020 MIPR3MDAS71380 01
AMOUNT: \$66,405.97
CIN 00000000000000000000000000000000: \$66,405.97

AF: 97X4930.5F20 000 C1013 0 068142 2F 257020 MIPR0010417887 01
AMOUNT: \$72,828.86
CIN 00000000000000000000000000000000: \$72,828.86

AG: 97X4930.5F20 000 C1013 0 068142 2F 257020 10418239 01
AMOUNT: \$53,921.57
CIN 00000000000000000000000000000000: \$53,921.57

AH: 97X4930.5F20 000 C1013 0 068142 2F 257020 MIPR3MDAJ58168 01
AMOUNT: \$145,441.79
CIN 00000000000000000000000000000000: \$145,441.79

AJ: 97X4930.5F20 000 C1013 0 068142 2F 257020 MIPR3MDATJGA0T 01
AMOUNT: \$27,273.63
CIN 00000000000000000000000000000000: \$27,273.63

AK: 97X4930.5F20 000 C1013 0 068142 2F 257020 MIPR3MDAJIL057 01
AMOUNT: \$21,917.21
CIN 00000000000000000000000000000000: \$21,917.21

CLAUSES INCORPORATED BY REFERENCE

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.227-3	Patent Indemnity	APR 1984
52.233-3	Protest After Award	AUG 1996
252.227-7015	Technical Data--Commercial Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-9000 Points of Contact

As prescribed in 4.103(S-90), insert the following clause:

POINTS OF CONTACT (AUG 2005)

Contracting Officer (KO)

Name: Kimberly M. Hampel
 Organization/Office Symbol: DISA/DITCO/PL8321
 Phone No.: 618-229-9392
 E-Mail Address: Kimberly.M.Hampel.civ@mail.mil

COR/Mission Partner Point of Contact

Name: Keith Copeland
 Organization/Office Symbol: ARMY CHESS
 Phone No.: (703) 806-8222
 E-Mail Address: james.k.copeland1.civ@mail.mil

Contractor Point of Contact

Contractor Legal Business Name: Immix Technology, Inc.
 DUNS: 098692374
 CAGE CODE: 3CA29
 Contractor POC: Simone Baron
 E-Mail Address: Simone_Baron@immixgroup.com
 Phone Number: 703-663-2718

(End of clause)

52.204-9001 Contract/Order Closeout—Fixed-Price, Time-and-Materials, or Labor-Hours (Jan 2007)

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will

subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2005)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Plan (OCCIP) to the contracting officer. The OCCIP shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

- (1) Providing systems engineering and technical direction.
- (2) Preparing specifications or work statements and/or objectives.
- (3) Providing evaluation services.
- (4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

52.216-9201 PRICE GUARANTEE (H514 Previously)

(JUN 1996)

a. The prices contained in this contract shall apply from date of contract award through a period ending 36 months from the date of contract award. This clause shall apply up to an additional 6 months if the contract is extended in accordance with FAR Clause 52.217-8.

b. Delivery order pricing is set forth in CLIN's. In the event that an underlying GSA FSS contract is renewed prior to the completion of the delivery order, the pricing under the delivery order is subject to downward adjustment as follows. If the price in the CLIN's are based upon a price that is lower, at the time of GSA Schedule renewal, than at time of award of the order, then the GSS FSS holder shall adjust the order pricing downward accordingly. In no

event shall the delivery order pricing be based upon pricing that is higher than the pricing on the underlying GSA FSS contract.

c. This contract is contingent upon the Contractor maintaining or renewing all GSA Schedules. When the contractor enters into a new GSA Schedule, the contractor must notify the Government, before expiration of the current GSA Schedule, so the Contract can be modified to add the new GSA Schedule number.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the expiration of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

FOB Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0131
Issue By DoDAAC	HC1028
Admin DoDAAC	HC1028
Inspect By DoDAAC	W56G8W
Ship To Code	W56G8W
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	W56G8W
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit

price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Primary Acceptor

Name: James Keith Copeland Jr

Email: james.k.copeland1.civ@mail.mil

Phone Number: (703) 806-8222

Alternate Acceptor

Name: Ylander A. Jones

Email: Ylander.a.jones.civ@mail.mil

Phone Number: (703) 806-8399

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

ATTACHMENT 2 - TERMS AND COND

TERMS AND CONDITIONS

1. The Army Creo Enterprise License Agreement will consolidate all existing disparate licenses into two standardized user based on the Creo Engineer II & Creo Engineer IV with all licenses current on software support. The current location of these licenses can be found in the product list (Attachment 1).
2. All licenses will be fully transferrable within the Department of the Army.
3. The quantity shown on the attached product list (attachment 1) reflects the current estimated quantity of licenses currently within the Army. This enterprise license agree will allow for the purchase of unlimited quantity of the licenses shown in the Product List (attachment 1).
4. The contractor shall provide a Dedicated Point of Contact(s) (who will provide Phone number and E-mail address to the Government) from the offeror will be provided to the Government at time of Award to assist with migration of existing agreements.
5. The proposed agreement shall address all compliance issues for the license and support fees for: (i) the existing perpetual licenses (ii) all the program licenses identified in CLIN X001.
6. All software purchased or migrated to this agreement will fall under the End User License Agreement (EULA) associated with this agreement.